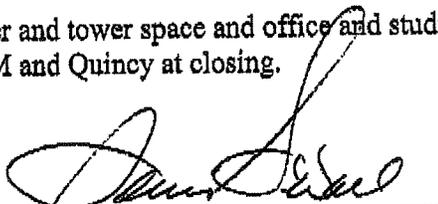


EXHIBIT 3
LEASE AGREEMENTS

I, Louis Wall, hereby declare under penalty of perjury that the following are true and correct:

1. I am President and Chief Executive Officer of SagamoreHill of Minnesota Licenses, LLC ("SHM"), the proposed assignee of KXLT-TV, Rochester, Minnesota.
2. The attached leases for transmitter and tower space and office and studio space are forms of the agreements to be executed by SHM and Quincy at closing.



Louis Wall

February 9, 2005

TOWER AND BUILDING LEASE AGREEMENT

THIS TOWER AND BUILDING LEASE AGREEMENT (the "Lease") made and entered into as of the ___ day of _____, 2005 by and between **KTTC Television, Inc.** (hereinafter "Lessor") and **SAGAMOREHILL OF MINNESOTA, LLC** (hereinafter "Lessee").

WITNESSETH:

WHEREAS, Lessor is the owner of certain land and improvements located at 19824 760th Avenue, Ostrander, Olmsted County, Minnesota (such land and all improvements thereon including the transmitter tower being hereinafter called the "Site") on which there has been erected a transmitter tower (herein called "the Tower") and a transmitter building (hereafter called the "Building") for the purpose of supporting television broadcasting antennas and other equipment; and

WHEREAS, Lessee desires to obtain a Lease from Lessor, and Lessor desires to grant to Lessee a Lease, to use certain space on the Tower at height of radiation center above ground of 1,135 foot level (hereinafter "Tower Space") for the operation of television broadcasting equipment for KXLT-TV (herein called "Lessee's Tower Equipment"); and

WHEREAS, Lessee desires to obtain a Lease from Lessor, and Lessor desires to grant to Lessee a Lease, of certain space within the Building, to-wit: an area of approximately one hundred fifty (150) square feet in which Lessee shall operate and maintain a transmitter and other related broadcast and ancillary equipment in the location presently occupied such transmitter and equipment (hereinafter called "Building Space"), which Building Space will be used by Lessee for such equipment (hereinafter called "Lessee's Radio and Transmitter Equipment") and to obtain the right to use Lessor's parking area for temporary parking while utilizing the Building Space during installation or while performing maintenance of Lessee's Tower Equipment or Lessee's Radio and Transmitter Equipment.

WHEREAS, Lessor and Lessee desire to set forth the terms and conditions under which the Tower Space and Building Space will be leased, operated and maintained.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and promises contained herein, the parties, intending to be legally bound, hereby agree as follows:

Section 1. Demise. Subject to the terms and conditions set forth herein, Lessor hereby grants to Lease to Lessee, for the use of the Tower Space for the operation of Lessee's Tower Equipment and use of the Building Space for the operation of Lessee's Radio and Transmitter Equipment. The Tower Space and Building Space will contain sufficient space for Lessee's antenna, transmitting and STL equipment for KXLT-TV. Lessor covenants that, as long as

Lessee is not in default of any of its obligations under this Lease, Lessee shall and may peaceably and quietly have, hold and enjoy the premises leased hereunder.

Section 2. Term of Lease. The terms of this Lease (the "Term") shall be for a period of ten (10) years, unless sooner terminated as herein provided, commencing on the date first set forth above.

This Lease shall automatically terminate upon: (a) the exercise of the option to purchase certain assets related to KXLT-TV granted to Quincy Newspapers, Inc. ("QNI") by Lessee and SagamoreHill of Minnesota Licenses, LLC ("SHM Licenses") in that certain Option Agreement dated as of the date of this Lease (the "Option Agreement") and the consummation of the sale of such assets; or (b) the termination of the Option Agreement.

Section 3. Lease Fee. Lessee shall pay to Lessor, at the address of Lessor set forth herein or to such other person, or at such other place as Lessor may from time to time in writing direct, commencing upon the day as set forth in Section 2 herein, a monthly Lease fee in the amount of Four Thousand Dollars (\$4,000.00) for the use of the Tower Space and the Building Space.

In the event that the Consumer Price Index for All Urban Consumers (CPI-U), Rochester, Minnesota – All Items – (1967 = 100), Annual Average, prepared by the Bureau of Labor Statistics of the U.S. Department of Labor ("CPI") for the first year of the Term shall be less than the CPI for any subsequent year of the Term, Lessee shall pay to Lessor, as additional Lease Fee hereunder for such year, and in the manner hereinafter provided, one hundred percent (100%) of the product of the annual Lease Fee otherwise payable under this Lease multiplied by the percentage by which the CPI for such subsequent year of the Term exceeds the CPI for the first year of the Term (the resulting product being hereafter called the "Lease Fee Escalation" for such subsequent year of the Term).

For the purpose of this Section 3, each "year" of the Term shall be the 365 day period commencing on the first day of the commencement of the Term as defined in Section 2 and thereafter on each annual anniversary thereof.

For each year of the Term after the first year of the Term, Lessor shall reasonably estimate, in accordance with the foregoing formula, for each such year of the Term the percentage of increase in CPI and the corresponding Lease Fee Escalation, said estimate to be in writing and delivered or mailed to Lessee. Lessee shall then pay the Lease Fee Escalation so estimated for such year, in equal monthly installments, in advance, on the first day of each month during said year.

As soon as practicable after the end of each applicable year of the Term, Lessor shall notify Lessee as to the amount of the actual Lease Fee Escalation for such year of the Term, based on the final CPI for that year. If Lessee has paid less than its Lease Fee Escalation for any year of the term, Lessee shall pay the balance of its Lease Fee Escalation within ten (10) days after receipt of such notice from Lessor. If Lessee has paid in excess of its Lease Fee Escalation for any year of the Term, Lessor shall, at Lessee's option, either (a) refund such excess, or (b)

credit such excess against the most current monthly installment or installments due Lessor for its estimate of Lease Fee Escalation for the next following year of the Term.

If said CPI ceases to be published, a substitute measure for measuring the Lease Fee Escalation shall be used as may be equitable using said CPI and/or other index or indices as may be equitable and, to the extent possible, any substitute indices shall be those employed by said Bureau of Labor Statistics or other U.S. governmental agency to measure changes in the cost of living nationally. In no event shall a decrease in the Consumer Price Index result in a decrease in the Lease Fee payable.

Section 4. Condition of Tower Space and Building Space. Lessee acknowledges and agrees that the Tower, Tower Space, Site, Building, and Building Space are in satisfactory condition and suitable for the purposes intended, including the operation of Lessee's Tower Equipment and Lessee's Radio and Transmitter Equipment. No promise of Lessor to alter, improve or remodel the Tower, Tower Space, Building, or Building Space or Site and no representation by Lessor or its agents respecting the condition of the Tower, Tower Space, Building, and Building Space or Site have been made to Lessee or relied upon by Lessee other than as may be contained in this Lease or in any written amendment hereto signed by Lessor and Lessee.

Lessor shall keep the Tower painted and lighted in accordance with all requirements of the FCC, FAA, and any other applicable governmental authorities. Lessor shall maintain a suitable fence around the Tower for safety purposes. Lessee acknowledges that the present fence is suitable.

Section 5. Use of Space and Site. Lessee shall not use or occupy or permit the Tower, Tower Space, Site, Building, or Building Space to be used or occupied for any purpose, act or thing which is in violation of any public law, ordinance or governmental regulation or which may invalidate any policy of insurance carried on the Site or the Tower. Lessee agrees that any broadcasting and/or transmission from the Tower, Tower Space, Site, Building, or Building Space by Lessee shall be conducted in accordance with the standards imposed by the Federal Communications Commission and any other body with authority over such transmission and broadcasting.

Lessee shall not use, install, or allow the use or installation of any advertising or reference to its call sign or number on the Tower, Tower Space, Site, Building, and Building Space or any equipment installed thereon, Lessee's Tower Equipment or Lessee's Radio and Transmitter Equipment.

Lessee recognizes and agrees that Lessor may grant leases or otherwise make available to other persons the Site or other space on the Tower for the installation and operation of other broadcasting facilities, provided that such use shall comply with applicable governmental regulations and shall not unreasonably interfere or otherwise adversely affect the operation of Lessee's Tower Equipment, Lessee's Radio and Transmitter Equipment, or Lessee's transmission. Lessor shall not permit structural, wind, or weight loading capacity of the Tower to exceed the approved design limits as contained in EIA Standard 222-E or otherwise threaten

the secure use of the Tower by Lessee and other tenants. Lessor shall not stack or otherwise place antennas, or permit the placement of antennas by other tenants, upon the portion of the Tower Space leased to Lessee except that Lessor may stack or otherwise place antenna upon Lessee's portion of the Tower Space provided that it does not interfere with Lessee's Radio and Transmitter Equipment.

Lessee shall not use the Building Space or allow any equipment installed therein to interfere with the rights of Lessor or any third parties. Lessor shall not interfere with Lessee's use of the Building Space and Lessee shall not interfere with Lessor's use of the Building.

Any disputes over use of Tower Space, Site, Building, and Building Space if not resolved between Lessor and Lessee, shall be submitted to arbitration in accordance with Section 29 hereof.

Section 6. Repairs and Maintenance.

- a. **Lessor's Obligations.** Lessor shall at all times during the Term maintain the Site, the Tower, and the Building (other than the Building Space) in good condition and repair, ordinary wear and tear and repairs required as a result of Lessee's negligence or breach of its obligations hereunder excepted, and in compliance with all the applicable laws, ordinances, rules and regulations.
- b. **Lessee's Obligations.** Lessee shall at all times during the Term, maintain Lessee's Tower Equipment, Lessee's Radio and Transmitter Equipment and other equipment, and the Building Space, in good order and condition, ordinary wear and tear excepted, and in compliance with all applicable laws, ordinances, rules, and regulations. Lessee shall perform such repairs, replacements and maintenance in a good and workmanlike manner and with reasonable dispatch. Lessee may replace Lessee's Tower Equipment with substantially similar substitute equipment so long as such installation and operation do not cause any provision of this Lease to be violated and such installation does not detrimentally affect the wind loading capacity of the Tower. At the conclusion of the Term, Lessee shall remove from the Site, at its sole expense, all of Lessee's Tower Equipment, Lessee's Radio and Transmitter Equipment, and any other personal property of Lessee located upon the Tower, in the Building, or at the Site.

Lessee shall allow only authorized service personnel access to the Site and/or Tower with said service personnel being pre-approved by Lessor.

Lessor and Lessee shall use their best efforts to conduct their maintenance obligations, to the extent possible, during off-peak broadcast hours to the extent such maintenance may affect broadcasting. For purposes of this Lease, Lessee acknowledges that off-peak broadcast hours shall be defined to mean that period commencing at 1:05 a.m. and ending 5:30 a.m. of each broadcast day. Lessee further acknowledges that Lessor is required to control the level of radio frequency radiation being emitted by Lessee's Tower Equipment or Lessee's Radio and Transmitter Equipment while maintenance is performed on the Tower by Lessor, Lessee, or any

other tenant. Lessor reserves the right to “draw down” the level of radio frequency radiation emitted by Lessee’s Tower Equipment or Lessee’s Radio and Transmitter Equipment while Lessor, Lessee or any other tenant is performing maintenance on the Tower or any equipment installed on the Tower. Lessee shall provide “local control” of the level of radio frequency radiation being emitted by Lessee’s Tower Equipment and Lessee’s Radio and Transmitter Equipment and Lessee shall provide personnel, at the Site, during the time such radio frequency radiation level “draw down” is required by Lessor. Lessee further acknowledges that, at the time any lights on its main antenna need to be changed, Lessor may require Lessee to cease its broadcasting activities.

Section 7. Rights of Access to the Site and Tower. Throughout the Term of this Lease, Lessee shall have the nonexclusive right, subject to such reasonable rules and regulations as Lessor may adopt in writing (which rules shall not unreasonably interfere with Lessee’s rights under this Lease), to enter upon the Site, the Tower, and the Building Space for the purposes described in this Lease. Any such entry by Lessee to the Site, the Tower, or the Building Space shall be made in such a manner as to avoid unreasonably interfering with Lessor’s use of the Site, the Tower, and the Building. Lessee shall have the right to use all access roads and driveways to and from the Site, the Tower, and the Building. Lessor shall take reasonable measures to ensure that only authorized personnel of Lessor, Lessee, and other tenants have access to the Tower, the Building, and the Building Space. In the event any rules and regulations are adopted by Lessor, Lessee shall be provided notification thereof at least thirty (30) days prior to the effective date of any such rules and regulations. Lessor acknowledges that it shall not grant to Tower tenants other than Lessee, access to the Building Space.

Any and all required lighting relating to Lessee’s Tower Equipment shall be installed to comply with all applicable governmental regulations and shall be installed by Lessee at its sole cost and expense.

Section 8. Interference. Lessee agrees to cooperate and take all reasonable steps to relieve and correct any interference to Lessor’s broadcasting activities on the Site due to the operation of Lessee’s broadcasting activities. As used herein and throughout this Lease, interference shall mean any impairment of the quality of either sound or picture signals of Lessor’s broadcasting activity.

In the event interference exists and Lessee is unable to correct such interference within fourteen (14) days from the date on which lessee shall have notice of the occurrence thereof, Lessee shall be required to remove such interference at its sole cost and expense.

Lessor shall prohibit any new tenant on the Tower from maintaining broadcasting activities which interfere with Lessee. Lessor, Lessee, and all other new tenants on the Tower individually shall not overload the Tower so as to interfere with the broadcasting activities of another, nor shall the placement of Lessor’s equipment, or the equipment of any other tenant, on the Tower unreasonably interfere with the broadcasting activities of Lessee.

Section 9. Insurance. During the Term, Lessee shall procure and maintain with respect to Lessee’s use of the Tower Space, Lessee’s Tower Equipment, Building, and Building Space,

and Lessee's Radio and Transmitter Equipment, at Lessee's expense, public liability insurance naming Lessor and Lessee as insured as their interest may appear, with primary limits of at least \$1,000,000.00 for bodily injury or death and \$500,000.00 for property damage arising out of any one accident. Lessee shall also cause any outside contractors or other workmen performing work for Lessee on the Tower, the Site, or the Building to procure worker's compensation insurance.

During the Term, Lessor shall procure and maintain with respect to the Tower, Site, and Building, at Lessor's expense, public liability insurance naming Lessor and Lessee as insured as their interest may appear, with primary limits of at least \$1,000,000 for bodily injury or death and \$500,000 for property damage arising out of any one accident. Lessor shall also cause any outside contractors or other workmen performing work for Lessor on the Tower, the Site, or the Building, to procure worker's compensation insurance.

Lessor and Lessee each hereby waive any and every claim for recovery from the other for any loss of or damage to Lessee's Tower Equipment, Lessee's Radio and Transmitter Equipment, the Tower, Site, or the Building, or the contents of such structures, which loss or damage is covered by valid and collectible insurance hereunder, to the extent that such loss or damage is recoverable under insurance policies obtained by Lessor or Lessee. Inasmuch as this mutual waiver will preclude the assignment of any such claim by subrogation (or otherwise) to an insurance company or any other person, Lessor and Lessee agree to give to each insurance company which has issued, or in the future may issue, policies of insurance hereunder, written notice of the terms of this mutual waiver and to have said insurance policies property endorsed, if necessary to prevent the invalidation of said insurance coverage by reason of said waive.

Section 10. Damage or Destruction to Tower, Site, or Building.

- a. In the event that the Tower, Site, or Building shall be damaged by fire or other casualty and if any such damage renders all or a substantial portion of the Tower, Site, or Building unfit for the purpose intended by either Lessor or Lessee in the reasonable opinion of such respective party, then such party making that determination shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the other party at anytime within thirty (30) days after the date of such damage. Unless this Lease is terminated as provided in the preceding sentence or in paragraph (d) of this Section, then following the expiration of the thirty (30) day period referred to in such provisions, Lessor shall proceed with reasonable promptness to repair and restore the Tower, Tower Space, Site, Building, or Building Space to its original condition and height, subject to reasonable delays for insurance adjustments and delays caused by Force Majeure.
- b. If the Tower, Tower Space, Site, Building, or Building Space is so damaged or destroyed that repair or reconstruction cannot be reasonably undertaken without dismantling Lessee's Tower Equipment on the Tower or Lessee's Radio and Transmitter Equipment at the Site, Lessor may remove Lessee's Tower Equipment and/or Lessee's Radio and Transmitter Equipment and interrupt Lessee's broadcasting activity but if this Lease is not terminated as provided herein. Lessor

must have such equipment replaced as soon as is reasonably practicable, subject to Force Majeure.

- c. Lessor shall have no duty pursuant to this Section to repair or restore any of Lessee's equipment or property so damaged or destroyed unless Lessor receives from Lessee proceeds of insurance carried by Lessee and then, in such event, Lessor shall only be obligated to repair or restore to the extent of the insurance proceeds or other proceeds so received from Lessee. If Lessor does not so receive Lessee's proceeds of insurance, Lessor shall be obligated to restore the Tower, Tower Space, Site, or Building only.
- d. Notwithstanding anything to the contrary in this Lease, if, as of the date on which the damage or destruction to the Tower occurs, it is reasonably foreseeable that repair or reconstruction of the Tower, Site, and/or Building will adversely affect Lessee's ability to operate its station for a period of more than thirty (30) consecutive days, Lessee shall have the right, by giving written notice to Lessor within thirty (30) days after the date such damage occurs, to terminate this Lease as of the date of such notice and the Lease fee due hereunder shall be due only through such date of termination.
- e. Notwithstanding anything to the contrary in this Lease, pending repair of such damage, Lessee shall have the right to install temporary facilities to minimize the interference or damage to Lessee's activities and broadcasting of such damage or destruction, provided such temporary facilities do not violate this Lease or otherwise interfere with any rights of Lessor, and do not unreasonably interfere with the broadcast activities of Lessor or other tenants.

Section 11. Mechanic's Liens. Lessee has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Lessee, operation of law or otherwise, to attach to or be placed upon Lessor's title or interest in the Site or the Tower. Lessee covenants and agrees not to suffer or permit any lien of mechanics or materialmen or others to be placed against the Site, the Tower, or the Building with respect to work or services claimed to have been performed for or materials claimed to have been furnished to Lessee or the Tower, Site, or Building and, in case of any such lien attaching, Lessee covenants and agrees to cause it to be immediately released and removed of record.

In the event that such lien is not immediately released and removed, Lessor, at its sole option, may take all action necessary to release and remove such lien (without any duty to investigate the validity thereof) and Lessee shall promptly upon notice reimburse Lessor for all sums, costs and expenses (including reasonable attorneys' fees) incurred by Lessor in connection with such lien.

Section 12. Eminent Domain. If the whole or any substantial part of the Site, the Tower, or the Building shall be taken by any public authority under the power of eminent domain, so as to destroy the usefulness of the property for the purposes contemplated here under, then, from the day, both Lessor and Lessee shall have the right to terminate this Lease effective

immediately. Lessor and Lessee, independently, each reserve all right to asset any claim that party may have against any condemning authority. Any claim of Lessee, however, must not reduce or adversely affect the amount of any claim of Lessor; Lessor's claim shall not include any right of Lessee. Lessor waives and shall have no rights in or to any award made by the condemning authority to Lessee. Lessee waives and shall have no rights in or to any award made by the condemning authority to Lessor.

Section 13. Waiver of Claims-Indemnification. To the extent not prohibited by law, Lessor and its officers, directors, shareholders, agents, servants and employees shall not be liable and Lessee hereby expressly waives any claims for any loss or damage either to person or property or resulting from the loss of use thereof and all expenses related thereto which are sustained by Lessee or by any other persons due to the Site or the Tower or any part thereof or any appurtenances thereto becoming out of repair, or due to the happening of any accident or event in or about the Site, the Tower, or the Building or due to any act or neglect of any tenant or occupant of the Site, the Tower, or the Building or of any other person, except Lessor. Lessee further agrees that all personal property owned by Lessee upon the Site, Building, or Building Space, Tower, or the Tower Space shall be at the risk of Lessee only, and that Lessor shall not be liable for any loss or damage thereto except for loss or damage caused by the act or negligence of Lessor, or breach by Lessor of the terms of this Lease. Lessee agrees to defend, protect, indemnify and save harmless Lessor from and against all liability to third parties arising out of the acts or omissions of Lessee and its servants, agents, employees contractors, suppliers, workmen and invitees.

Section 14. Assignment. Lessee shall not, without the prior written consent of Lessor, (i) assign, convey, or mortgage this Lease or any interest hereunder (except for subleases of Lessee's subcarrier frequencies, with respect to which Lessor's consent shall be required but shall not be unreasonably withheld); (ii) suffer to occur or permit to exist any transfer or assignment of this Lease, or any lien upon Lessee's interest, whether in any such case such occurs involuntarily or by operation of law or otherwise; or (iii) permit the use of the Tower Space, Site, Building, or Building Space by any parties other than Lessee, its agents and its employees; and provided further, that any assignment, subletting or transfer, or Lessor's election to accept any assignee, subtenant or transferee as the Lessee hereunder and to collect lease fees from such assignee, subtenant or transferee shall not release the original Lessee from any covenant or obligation under this Lease. Lessor's consent to any assignment, subletting or transfer shall not constitute a waiver of Lessor's right to withhold its consent to any future assignment subletting or transfer.

Section 15. Performance by Lessor. Notwithstanding anything to the contrary contained herein, in the event Lessee shall fail to perform its obligations within the time and in the manner required hereunder, Lessor reserves the right to perform on behalf of Lessee any act or obligation herein required of Lessee, and all costs thereby so incurred by Lessor on behalf of Lessee shall become additional Lease fees due and owing hereunder to be promptly reimbursed by Lessee upon notice from Lessor.

Section 16. Lessor's Remedies. If default shall be made in the payment of the Lease Fee or any other sum required to be paid by Lessee under this Lease and such default shall

continue for ten (10) days after written notice thereof, or if default shall be made in the observance or performance of any of the other covenants or conditions in this Lease which Lessee is required to observe and perform and such default shall continue for thirty (30) days after the earlier to occur of Lessee becoming aware of such default or upon written notice to Lessee, or, if such default cannot be immediately cured by Lessee and Lessee shall not have commenced and be diligently attempting to cure such default as soon as possible after the earlier to occur of Lessee becoming aware of such default or upon notice from Lessor, or if the interest of Lessee in this Lease shall be levied on under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Lessee, or if any involuntary petition in bankruptcy shall be filed against Lessee under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty days from the filing thereof, or if a receiver shall be appointed for Lessee or any of the property of Lessee by any court and such receiver shall not have been discharged within thirty (30) days from the date of his appointment, or if Lessee shall make an assignment for the benefit of creditors, or if Lessee shall abandon or vacate the Tower Space or the Site or the Building Space for thirty (30) consecutive days during the Term, then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon as its option may, with or without notice or demand of any kind to Lessee or any other person, have the following described remedies, in addition to all rights and remedies provided at law or in equity or elsewhere herein:

Subject to Section 24 below, Lessor may terminate this Lease and the Term created hereby, in which event Lessor may forthwith repossess the Tower Space and/or Building Space, by forcible entry and detainer suit, by taking peaceful possession, or otherwise, and be entitled to retain, in addition to recovering any other sums owing to Lessor from or damages caused by Lessee, as damages, a sum of money to the Lease fees for the remainder of the Term, plus attorneys fees and costs expended in connection with such proceedings.

Section 17. Notices. All notices, consents or requests required or permitted hereunder shall be in writing and shall be sent by certified mail, return receipt requested, addressed as follows:

If to Lessor:	KTTC Television, Inc. c/o Ralph M. Oakley 130 South 5 th Street Quincy, IL 62301
with a copy to:	Mr. Jerry Watson KTTC Television, Inc. 601 First Avenue Rochester, MN 55902
with a copy to:	Steven E. Siebers Scholz, Loos, Palmer, Siebers and Duesterhaus 625 Vermont Street Quincy, Illinois 62301

If to Lessee: KXLT-TV
SagamoreHill of Minnesota, LLC
Attn: General Manager
6301 Bandel Road, NW, Suite 47
Rochester, MN 55901

with a copy to: SagamoreHill of Minnesota, LLC
Attn: Louis Wall
3825 Inverness Way
Augusta, GA 30907

with a copy to: Wiley Rein & Fielding
Attn: Brook A. Edinger
1776 K Street, NW
Washington, DC 20006

or to such other address as Lessor or Lessee may designate in writing to the other. Any notice sent by mail as provided herein shall be deemed to have been given upon posting in the United States mail.

Section 18. Entire Agreement. This Lease, together with the Shared Services Agreement entered into this same date among Lessor, QNI, Lessee and SHM Licenses contain the entire understanding between the parties with respect to the subject matter hereof and this Lease may not be modified or amended except by an instrument in writing executed by the parties hereto.

Section 19. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns (to the extent such assignment is permitted hereunder).

Section 20. Force Majeure. Whenever in this Lease, either party is required to do or perform any act or thing, said party shall not be liable or responsible for any acts, failures to act, occurring or delays due to strikes, lockouts, acts of God, wars, or other causes beyond the reasonable control of said party, and in any such event any time period for the performance of said act or thing shall be extended for the amount of time said party is so delayed.

Section 21. Construction. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Minnesota.

Section 22. Lease and Personal Property Taxes. In the event that any sales, use, lease, personal property or other tax (but not real estate tax) is imposed by the State of Minnesota on the transaction contemplated hereby or upon this Lease, or upon the property of Lessee located

upon the Site or the Tower (but not the Tower itself) or the Building, the payment of such tax shall be the obligation of Lessee.

Section 23. Severability. The provisions of this Lease are intended to be interpreted and construed in a manner so as to make such provisions valid, binding and enforceable. In the event that any provision of this Lease is determined to be partially or wholly invalid, illegal or unenforceable, then such provision shall be deemed to be modified or restricted to the extent necessary to make such provision valid, binding and enforceable, or, if such provision cannot be modified or restricted in a manner so as to make such provision valid, binding, and enforceable, then such provision shall be deemed to be excised from this Lease and the validity, binding effect and enforceability of the remaining provision of this Lease shall not be affected or impaired in any manner.

Section 24. Extension Beyond Termination. Upon the termination of this Lease for any reason, if requested by Lessee in writing, Lessor agrees to continue for a period of six (6) months following such termination to provide Lessee with the use of the Tower Space and the Building Space for the same monthly rent in effect upon such termination. Furthermore, Lessor agrees to continue to provide Lessee with the use of the Tower Space and the Building Space at all times during the term of this Lease, even if there are disputes between the parties regarding compliance with the terms of this Lease.

Section 25. Lessee's Equipment. Lessor shall have no ownership interest in Lessee's Tower and Lessee's Radio and Transmitter Equipment. Lessee shall have the right to install new or used replacement equipment provided such replacement equipment does not adversely affect loading on the Tower, both as to wind and weight, or causes interference to Lessor or other tenants on the Tower, or expand Lessee's permitted use of the Tower. Lessee's Tower Equipment shall not be marked with any advertising, symbol, or other means of identification particular to Lessee. Any equipment which is obsolete or being replaced is to be removed by Lessee during the term of the Lease.

Section 26. Utilities. Lessee shall provide and pay for all electricity it uses via separately metered electrical services to the Building Space. Lessor shall provide heat and cooling to the Building Space at Lessor's expense, subject to reimbursement monthly by Lessee in a sum equal to one-half of the utility charges for such heating and cooling.

Section 27. Licenses. Lessor represents and warrants to Lessee that Lessor has all necessary and required licenses and permits to conduct its business. Lessee warrants and represents to Lessor that it has all necessary and required licenses and permits to conduct its business.

Section 28. Environmental. To the best of Lessor's knowledge, Lessor is not aware of any hazardous waste, hazardous substances, or other toxic materials, pollutants or contaminants as defined in any applicable statute, ordinance, or regulation on the Site except as may be utilized in the ordinary operation of Lessor's business. Neither Lessor nor Lessee shall cause the presence on the Site of any such substances except as may be utilized in the ordinary operation

of their respective businesses, nor shall Lessor or Lessee discharge any such substances on the Site.

Section 29. Dispute Resolution. In any instance where there is a dispute between the parties regarding the Lease, or a violation of the Lease by a party other than the nonpayment of rent by Lessee; such dispute or alleged violation shall be submitted to arbitration pursuant to the Commercial Rules of Arbitration of the American Arbitration Association with such arbitration to be conducted in Olmsted County, Minnesota. Arbitration may be invoked by either party. The cost of such arbitration shall be borne as determined by the arbitration.

Section 30. Authority. Lessor and Lessee each represent and warrant to the other that they have all requisite right, power, and authority to enter into this Lease and the same has been duly authorized by all required corporate or limited liability company action.

Section 31. Lessor's Representations. To the best of Lessor's knowledge and belief, the Lease will not violate any zoning laws or restrictive covenants or the terms of any agreement to which Lessor is bound.

Section 32. Other Tenant Leases. Lessor represents and warrants to Lessee that existing and future leases of space on the Tower and/or of the Site or Building shall not contain provisions which adversely affect the quiet enjoyment and use by Lessee of the Tower Space and Building Space demised hereby nor provisions that will result in unreasonable interference with Lessee's broadcasting activities on the Tower, the Site, or the Building Space.

Section 33. Termination. Upon termination of this Lease, subject to the provisions of Section 24 above, Lessee shall vacate the Building Space and the Tower Space and remove Lessee's Radio and Transmitter Equipment, Lessee's Tower Equipment, and other property of Lessee.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSOR:

KTTC TELEVISION, INC.

By: _____

LESSEE:

SAGAMOREHILL OF MINNESOTA, LLC

By: _____

STUDIO AND OFFICE SUBLEASE AGREEMENT

THIS STUDIO AND OFFICE SUBLEASE AGREEMENT ("Sublease") is made and entered into as of the ____ day of _____, 2005, by and between **KTTC TELEVISION, INC.** ("Sublessor") and **SAGAMOREHILL OF MINNESOTA, LLC** ("Sublessee").

WITNESSETH:

WHEREAS, Sublessor leases space located at Bandel Heights Business Park, 6301 Bandel Road, N.W., Rochester, Minnesota for use as television station studios and offices (the "Premises"); and

WHEREAS, Sublessee desires to have access to, and the use of, certain portions of the Premises for use in Sublessee's operation of television station KXLT-TV in accordance with that certain Shared Services Agreement of even date herewith among Sublessor, Sublessee, Quincy Newspapers, Inc. and SagamoreHill of Minnesota Licenses, LLC (the "Shared Services Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Sublease of Portion of Premises.** Sublessor hereby subleases to Sublessee studio and office space within the Premises, and provides to Sublessee's employees and agents the right to access and use, the following (the "Subleased Premises"): (a) sufficient office space, including furnishings and office equipment for Sublessee's personnel; (b) facilities for KXLT's master control and traffic systems, (c) sufficient space to permit Sublessee to maintain and make available to the public KXLT's public inspection file in accordance with applicable requirements of the FCC Rules and Regulations; and (d) sufficient space for KXLT equipment as Sublessee reasonably requires for the operation of KXLT as contemplated by the Shared Services Agreement and in accordance with the Communications Act of 1934, as amended. To the extent reasonably practicable, the offices of Sublessee in the Subleased Premises will be separate from the offices of Sublessor. Sublessor shall also provide to Sublessee and its employees reception services and the use of telephone equipment with separate lines for use by Sublessee's personnel.

2. **Term.** The term of this Sublease ("Term") shall be for a period of ten (10) years, unless sooner terminated as herein provided, commencing on the date first set forth above. This Sublease shall automatically terminate upon: (a) the termination of the Shared Services Agreement; or (b) the termination of Sublessor's lease for the Premises.

3. **Replacement Sublease.** In the event that Sublessor's lease for the Premises is terminated, Sublessor shall provide Sublessee with other studio and office space for Sublessee's use of KXLT in accordance with the Shared Services Agreement. Sublessee's right to use such

replacement space shall be evidenced in writing by a new Sublease on comparable terms to this Sublease.

4. **Expansion of Premises.** In the event that Sublessor leases additional space at the same location as the Premises, Sublessor agrees to continue to provide Sublessee with space as described in Section 1 above, although such space may be different than that initially provided to Sublessee as the Subleased Premises hereunder. Upon such expansion of the Premises, Sublessor agrees to use its good faith efforts to provide Sublessee with separate offices so as to provide privacy and security for the operations of KXLT. If reasonably practical, Sublessee will be provided with a separate entrance to the KXLT offices.

5. **Rent.** During the first year of this Sublease, Sublessee shall pay to Sublessor as rent for the Subleased Premises the sum of One Thousand One Hundred Forty-Seven Dollars (\$1,147.00) per month, payable in advance. During the remaining years of this Sublease, the monthly rental payments shall be adjusted annually to reflect the percentage of increase (if any) in the U.S. Department of Labor's yearly average of the Consumer Price Index ("CPI") for all items for the Rochester, Minnesota area.

6. **Use of Subleased Premises.** Sublessee shall have the right to use the Subleased Premises for the operation of KXLT and related purposes, and for no other purposes without Sublessor's prior written consent. Sublessee covenants that it will not permit the Subleased Premises to be used for any unlawful purposes, and that it will comply with all laws pertaining to the use of the Subleased Premises.

7. **Access to Common Areas, Etc.** Sublessee shall have the right to use the common areas relating to the Premises including, but not limited to, reception areas and restrooms, as well as conference rooms and parking facilities.

8. **Acceptance of Subleased Premises by Sublessee.** Tenant acknowledges that it has examined the Subleased Premises prior to the execution of this Sublease and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Sublessor or its agents which are not herein expressed, and Sublessee hereby accepts the Subleased Premises in their condition at the date of the execution of this Sublease. No alterations, additions or improvements to said Subleased Premises shall be made by Sublessee without first obtaining the written consent of Sublessor.

9. **Sublessee.** Sublessee covenants with Sublessor as follows:

(a) To maintain the Subleased Premises in good condition and surrender them at the expiration of the Sublease in substantially the same condition in which the premises were received, damage by storm or any acts of God or acts of public enemies and normal wear and tear excepted.

(b) To use its best efforts to remove as soon as practicable after expiration of the Sublease, at its own expense, all of the furniture, fixtures and other personal property belonging to Sublessee.

(c) To make no additions or alterations in or to the Subleased Premises without the written consent of Sublessor.

(d) To permit Sublessor at all reasonable times to enter upon and examine the premises and make such repairs as Sublessor may deem necessary for the protection of the Subleased Premises.

(e) To not underlet or sublease the whole or any part of the Subleased Premises without the prior written consent of Sublessor.

(f) To pay all taxes, levies and assessments on Sublessee's property, including furniture, fixtures and similar personal property. In the event that property taxes, levies and assessments against Sublessor's property and equipment are not assessed or charged separately from those assessed or charged against Sublessee's property and equipment, then and in that event, Sublessor and Sublessee agree that the applicable property taxes, levies and assessments shall be apportioned between them, if necessary, on a fair, reasonable and equitable basis.

(g) To take reasonable precautions to avoid interference or other hindrance to and with the operations of Sublessor during the term of this Sublease and in the event such interference does occur, to correct the same, as soon as practicable.

10. **Sublessor Covenants.** Sublessor covenants with Sublessee as follows:

(a) That during the term of this Sublease, Sublessee shall peaceably hold and enjoy the Subleased Premises subject to the limitations and conditions as set forth in this Sublease Agreement.

(b) That during reasonable business hours, except in the case of unavoidable accident, the Subleased Premises shall be duly warmed or air-conditioned and the common areas maintained in a general businesslike condition of cleanliness and repair.

(c) To take reasonable precautions to avoid interference or other hindrance to and with the operation of KXLT and, in the event such interference does occur, to correct the same as soon as practicable.

11. **Insurance.** During the term of this Sublease, Sublessor and Sublessee will each be responsible for maintaining such property and liability insurance on their own property and premises as is customary in the Rochester, Minnesota area.

12. **Indemnification.**

(a) Sublessee shall indemnify Sublessor, provided Sublessor is not also at fault, for any and all liability, damage and expense, including reasonable attorneys' fees and the expense of litigation arising from Sublessee's use of the Subleased Premises or which interferes with the operations of Sublessor.

(b) Sublessor shall indemnify Sublessee, provided Sublessee is not also at fault, for any and all liability, damage and expense including reasonable attorneys' fees and expenses of litigation arising from any act or omission by Sublessor upon the property or which interferes with the operation of KXLT.

13. **Mechanics' Liens.** Sublessee shall not suffer or permit any mechanics' liens to be filed against the Subleased Premises by reason of work, labor and/or materials supplied or claimed to have been supplied to Sublessee. If any such lien at any time shall be filed against the Subleased Premises, Sublessee shall proceed with due diligence to cause the same to be discharged of record by payment, deposit, bond, order of court or otherwise, subject, however, to the right of Sublessee to contest any such liens by legal proceedings diligently pursued.

14. **Default.** Subject to Section 21 below, if Sublessee defaults in fulfilling any of its covenants or obligations hereunder or if Sublessee does not promptly and fully make any payment of rent due under this Sublease, Sublessor at its option may terminate and end this Sublease and all rights of Sublessee hereunder, and reenter said Subleased Premises and remove all persons and property therefrom. However, Subtenant may not terminate this Sublease unless rent or any other payment due under this Lease is not paid within thirty (30) days of its due date or Sublessee's default in fulfilling any other covenant or obligation hereunder has not been cured within thirty (30) days after receipt of Sublessee of notice from Sublessor that Sublessee is in default. If any action is commenced for the breach of any covenants or conditions of this Sublease, or for any rent or for the possession of said Subleased Premises or if Sublessor necessarily intervenes in or becomes a party to any action or actions growing out of this Sublease in order to protect its rights, then Sublessee will pay reasonable attorneys' fees in such action or actions. Any waiver, express or implied, by Sublessor of any breach of this Sublease or any terms, conditions or promises herein contained shall not be construed to be a waiver of any subsequent breach by Sublessee and acceptance by Sublessor of rent hereunder shall not be construed to be a waiver or any breach of terms or conditions herein except as to the particular installment of rent so paid and accepted.

15. **Mutual Waiver of Subrogation.** Each party hereby waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance, subject to the limitations that this waiver shall apply only when permitted by the applicable policy of insurance.

16. **Paragraph Headings.** The section headings in this Sublease Agreement are for ease of reference only and shall have no effect upon its construction.

with a copy to:

SagamoreHill of Minnesota, LLC
Attn: Louis Wall
3825 Inverness Way
Augusta, GA 30907

with a copy to:

Wiley Rein & Fielding
Attn: Brook A. Edinger
1776 K Street, NW
Washington, DC 20006

or to such other address as Sublessor or Sublessee may designate in writing to the other. Any notice sent by mail as provided herein shall be deemed to have been given upon posting in the United States mail.

23. **Counterparts.** This Sublease Agreement may be signed in any number of counterparts.

IN WITNESS WHEREOF, Sublessor and Sublessee have hereunto executed this Sublease Agreement as of the day and year first above written.

SUBLESSOR:

KTTC TELEVISION, INC.

By: _____

SUBLESSEE:

SAGAMOREHILL OF MINNESOTA, LLC

By: _____